U. S. 91. But ordinances excluding from boulevards, etc., business occupations which are not noxious in their nature and restricting building thereon to residence uses only are void. 2 DILLON, MUNIC. CORP. (5th ed.) 1060; *St. Louis* v. *Dorr,* 145 Mo. 466; *Commonwealth* v. *Boston Advertising Co.,* 188 Mass. 348, 69 L. R. A. 817. The law on this subject is in process of development, and it is believed by many writers that the "increased æsthetic sentiment" will eventually cause such regulations to be recognized as valid. 20 HARV. L. REV. 35; 13 BENCH & BAR 10; *Eubank* v. *City of Richmond,* 110 Va. 749, 67 S. E. 376.

NEGLIGENCE—RULE OF RYLANDS V. FLETCHER.—The plaintiff occupied the second floor of a building leased from the defendant. On the third floor was a lavatory under defendant's control, and used by all of the tenants of the building. During the night, a third person stopped up the drain so that the lavatory overflowed and plaintiff's goods were damaged. No negligence on the part of the landlord was shown. *Held,* that defendant was not liable. *Richards* v. *Lothian* (1913) 82 L. J. P. C. 42.

It was held that this case did not come within the rule as laid down in *Rylands* v. *Fletcher,* 37 L. J. Ex. 161, that the person who, for his own purposes, brings on his lands and keeps there anything likely to do mischief if it escapes, must keep it at his peril. The court followed the *dictum* in *Nichols* v. *Marsland,* 46 L. J. Ex. 174, and the case of *Box* v. *Jubb,* 48 L. J. Ex. 417, which latter case cited the *dictum* of the former as law. This *dictum* was to the effect that the malicious act of a third person was to be taken, together with an act of God or *vis major,* as an exception to the doctrine *Sic utere tuo ut alienum non laedas.* It was pointed out that only when other than ordinary use was made of property did *Rylands* v. *Fletcher* control, that bringing water into a building for lavatory purposes is not such a use, and that in case of such ordinary use as this, negligence on the part of the landlord must be shown. The law in the United States has followed the English cases. *Becker* v. *Bullowa,* 73 N. Y. Supp. 944; *Marshall* v. *Cohen,* 44 Ga. 489. In *Rosenfield* v. *Newman,* 59 Minn. 156, a case similar to the principal case, it was held that the landlord is not liable when the damage is the result of a stranger's negligence. The case is decided on principle and without reliance on authority. *Kenney* v. *Barnes,* 67 Mich. 336, holds that the landlord is not liable for the act of a third person. In that case, the landlord had no control over the lavatory, and the case is decided on that ground and without supporting authority. While the cases in the United States on the point reach the same conclusion as the English cases, they do not place their finding on the ground, as does the principal case, that the act of a third person is an exception to the maxim above stated. This is doubtless due to the fact that the English courts are bound by *Rylands* v. *Fletcher supra,* while the courts of the United States have never followed that case to its full length.

PARTY-WALLS—RIGHT TO COMPENSATION FOR USE.—The charter of the City of W, provided that "the first builder shall be reimbursed one moiety of the charge of such party-wall, or for so much thereof as the next builder

shall have occasion to make use of." *Held,* that the right of compensation for the use of a wall was an easement appurtenant to the land of the first builder which passed to his grantee on a conveyance of the land. *Pfrommer* v. *Taylor,* (Del. 1913) 86 Atl. 212.

The decision as to whether the right to compensation for the use of a party-wall by an adjoining owner is a personal right in the builder of the party-wall or is a right running with the land, may be put in two classes: first, those depending on the express terms of the party-wall agreement, and second, those depending on the obligation imposed by a municipal ordinance or building regulation as in the principal case. As to the former there is a a complete conflict in the authorities; 10 MICH. L. REV. 187, and note to *Cook* v. *Paul,* (Neb. 1903) in 66 L. R. A. 673. A building regulation in language almost identical with that in the principal case was passed by the Provincial Assembly in Pennsylvania in 1721. Under this regulation it was held that compensation for the use of a party-wall was personal to the builder. *Todd* v. *Stokes,* 10 Pa. St. 155: *Gilbert* v. *Drew,* 10 Pa. St. 219. In 1849 the Pennsylvania legislature passed an act providing that the right of compensation for the use of a party-wall passed to the builder's grantee unless otherwise expressed. *Knight* v. *Beenken,* 30 Pa. St. 372; *Voight* v. *Wallace,* 179 Pa. St. 520. Cases directly in accord with the rule in the principal case are *Halpine* v. *Barr,* 21 D. C. 331; *Irwin* v. *Peterson,* 25 La. Ann. 300; *Thomson* v. *Curtis,* 28 Ia. 229; *Hunt* v. *Armbruster,* 17 N. J. Eq. 208.

SALES—INDEFINITENESS OF SUBJECT MATTER OF CONTRACT.—The defendant automobile manufacturing company made plaintiff its selling agent in certain territory, and agreed to supply cars at a certain discount, the plaintiff in return agreeing to order at least fifty cars. There were different priced models, and the plaintiff had the privilege of choosing from them in any proportion. The defendant, after filling a few orders, declined to deliver any more automobiles. *Held,* in an action for damages, that the agreement did not constitute a contract for the sale of any particular kind of automobiles, as there was no meeting of minds upon the models or prices of the particular cars to be sold. *Oakland Motor Car Company* v. *Indiana Automobile Company,* 201 Fed. 499.

Wheaton v. *Cadillac Automobile Company,* 143 Mich. 21 is to the same effect. But such a contract is not too indefinite if past dealings between the same parties make is reasonably certain what the buyer would order. *Hardwick* v. *American Can Co.,* 113 Tenn. 657. And in the case of *George Delker Co.* v. *Hess Spring & Axle Company,* 138 Fed. 647, the buyer having contracted to buy 2,500 sets of axles (of different sizes and prices) expressly agreed to specify monthly for a minimum quantity. His failure to specify for the goods was held a breach. The express agreement to specify does not seem sufficient to distinguish the cases, since if the buyer agrees to take a certain number of articles made in different sizes or styles, it should be his duty to give a definite order anyway. Such contracts have been sustained in the absence of an express agreement to specify for the goods. An agree-